International Brotherhood of Teamsters, Local 166, AFL–CIO *and* Nadine and Robert Penrod and John P. Burnham, and Clement Wierzbicki and Dyncorp Support Services Operations, Fort Irwin Division, Party to the Contract. Cases 31–CB–8333, 31–CB–8683, and 31–CB–8938

March 23, 1999

DECISION AND ORDER

BY MEMBERS FOX, LIEBMAN, AND HURTGEN

On November 21, 1994, the General Counsel of the National Labor Relations Board issued a fourth consolidated amended complaint alleging that the Respondent had violated Section 8(b)(1)(A) of the Act. The Respondent filed a second amended answer admitting in part and denying in part the allegations of the complaint, and raising certain affirmative defenses.

On May 9, 1995, the General Counsel filed a Motion for Summary Judgment with the Board, with exhibits attached. On May 11, 1995, the Board issued an order transferring proceedings to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed a response and opposition to the motion, and the General Counsel and the Charging Parties filed briefs in support of the motion.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

The pertinent facts are alleged in the complaint and, with one exception, have been admitted by the Respondent. That is, the Respondent admits the jurisdictional allegations, its status as the Charging Parties' collective-bargaining representative, and its having engaged in the conduct alleged to be unlawful.

The complaint also alleges, and the Respondent admits, that in disposition of Cases 31–CB–8333 and 31–CB–8683, the Respondent entered into an informal settlement agreement that was approved by the Acting Regional Director on April 29, 1992. The complaint further alleges that the Respondent violated the terms of the settlement agreement and vacates and sets aside the agreement. These latter allegations are denied in the Respondent's answer. In its response to the Notice to Show Cause, however, the Respondent does not pursue this argument. Accordingly, we find that the Respondent violated the terms of the settlement agreement, that the agreement was properly set aside, that there is no remaining dispute over the material facts as alleged in the complaint, and that this case therefore is appropriate for summary judgment. For the reasons set forth below, we find that the Respondent has violated Section 8(b)(1)(A) in several respects as alleged, but not in others, and we shall grant the Motion for Summary Judgment in part.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

Dyncorp Support Services Operations, Fort Irwin Division, is a Delaware corporation with an office and place of business in Ft. Irwin, California, where it provides base operations services for the Department of Defense. In the course of those operations, Dyncorp annually purchases and receives goods valued in excess of $50,000 directly from suppliers located outside of California, and annually derives gross revenues in excess of $1 million. We find that Dyncorp is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that the Respondent is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Facts

The complaint alleges, and the Respondent has admitted, the following facts. The Respondent and Dyncorp have been parties to a series of collective-bargaining agreements covering production and maintenance employees, including an agreement which was effective from July 2, 1990, through September 30, 1992, and extended through January 31, 1993, and a successor agreement which was effective by its terms from February 1, 1993, through September 30, 1997. Both the 1990 agreement and the 1993 agreement contain a union-security clause that applies to the Charging Parties, who are employees of Dyncorp represented by the Respondent. The union-security clause requires employees represented by the Respondent to become and remain members of the Respondent as a condition of continued employment. The clause also states, however, that no employee shall be considered as having failed to maintain his membership as long as he pays uniform union dues and uniform initiation fees.[1]

Charging Parties Robert Penrod, Nadine Penrod, and Clement Wierzbicki have been employed by Dyncorp in the bargaining unit covered by the union-security clause since the 1980s. All three were at one time members of the Union. On or about July 1, 1990, Robert and Nadine Penrod advised the Respondent that they were resigning from the Union and exercising their right to become "objectors" within the meaning of *Communications Workers v. Beck*, 487 U.S. 735 (1988). On or about June 30, 1991, Wierzbicki notified the Respondent that he too was resigning from membership and exercising his right to be a *Beck* objector.

Charging Party John P. Burnham became an employee of Dyncorp in the bargaining unit covered by the union-security clause on about March 12, 1991. On about May 21, 1991, he informed the Respondent that he did not intend to become a member of the Union but was willing to be a "financial core" status employee within the mean-

[1] There is no allegation that the union-security clause is unlawful.

ing of *NLRB v. General Motors Corp*., 373 U.S. 734 (1963).

The complaint alleges, and the Respondent has admitted, that since February 20, 1990, the Respondent has spent part of the dues and fees collected from unit employees pursuant to the union-security clause on nonrepresentational activities—i.e., activities not germane to collective bargaining, grievance adjustment, and contract administration (representational activities)—within the meaning of *Beck*. The Respondent has further admitted that from the dates the Charging Parties resigned from or declined to join the Union through about October 9, 1992, it did not inform them that it spent a stated percentage of funds in its last accounting year for nonrepresentational activities; that they could object to having their dues spent on such activities; that, if they objected, they would be charged only for representational activities and would be given detailed information concerning the breakdown of expenses for representational and nonrepresentational purposes; and that if the Respondent has a "time window" for filing objections, it would provide them that information. The Respondent also admits that during the same period, it did not inform the Penrods and Wierzbicki, as objecting nonmembers, that it would not charge them for nonrepresentational functions; that it would provide them with information setting forth its major categories of expenditures during the previous year, verified by an independent accounting firm, distinguishing between expenses for representational and nonrepresentational functions, and informing them of its total expenditures and the percentages of the total that were representational and nonrepresentational; that they could challenge its determinations if they disagreed with them; and that it would place in escrow the amount of any expenditure that was challenged while the matter was being resolved.

It is also undisputed that**,** notwithstanding its failure to provide the above information, for various time periods set forth in the complaint, the Respondent collected approximately 93 percent of full union dues and fees from the Penrods and 100 percent of full dues and fees from Wierzbicki, and charged but did not collect from Burnham approximately 93 percent of full dues and fees. On about October 7, 1992, the Respondent reimbursed with interest all the above dues and fees.

On about October 9, 1992, the Respondent sent the Charging Parties letters concerning the above matters. In the letters, the Respondent informed the Penrods and Wierzbicki that their dues payments were being refunded. The letters stated that an independent auditor had rendered an opinion regarding the Respondent's expenditures for representational and nonrepresentational purposes in 1991, that a copy of the auditor's opinion was enclosed, along with a worksheet containing a statement of expenditures showing how the allocation of expenditures had been arrived at, and that the Charging Parties were expected to pay 93.67 percent of the full monthly dues for representational functions. The letters also set forth the provisions under which the Charging Parties could challenge the Respondent's calculations, and stated that any challenged amounts would be placed in escrow pending resolution of the challenge. Some of the information described as being enclosed in the letter was not, however, actually provided. Thus, the letter sent to Nadine Penrod did not include the statement of expenses. The letters to the other three Charging Parties included the auditor's report and statement of expenses, but did not include certain schedules referred to in the statement of expenses as accompanying items described as "benefits paid" and "other expenses" or a "breakdown" of an item designated as "per capita," nor did they contain explanations of "other refunds" and "other professional fees."

The complaint alleges that the Respondent violated Section 8(b)(1)(A) by failing and refusing to provide the information described above. The complaint also alleges that the information ultimately provided by the Respondent was impermissibly vague and inadequate and therefore violated Section 8(b)(1)(A).

In its answer, the Respondent denies that any of its actions were unlawful. In its response to the Notice to Show Cause, however, the Respondent argues only that it should not have to notify nonobjecting employees of any statutory rights they may have related to *Beck*.

B. Discussion

The Supreme Court in *Beck* ruled that a union may not, over the objection of dues paying nonmember employees, expend funds collected from such employees under a union-security provision on activities unrelated to collective bargaining, contract administration, or grievance adjustment.[2] In *California Saw & Knife Works*,[3] the Board held that a union that represents employees subject to a union-security clause violates its duty of fair representation if it fails to inform employees of their *Beck* rights before or at the time it first seeks to obligate them to pay dues.[4] We therefore reject the Respondent's contention that it should not have to notify nonobjectors of their statutory rights as they relate to *Beck*.

[2] 487 U.S. at 752–754.

[3] 320 NLRB 224 (1995), enfd. sub nom. *Machinists v. NLRB*, 133 F.3d 1012 (7th Cir. 1998), cert. denied sub nom. *Strang v. NLRB*, 119 S.Ct. 47 (1998).

[4] 320 NLRB at 233.

The Board based its holdings in *California Saw* solely on its assessment of the requirements of the duty of fair representation. It explicitly found that constitutional principles do not apply under the NLRA, where state action in the union-security context is absent. Id. at 226–228. To the extent that the parties' arguments are based on public sector cases involving state action and constitutional principles, then, those arguments have already been rejected for the reasons discussed in *California Saw*.

The Board held that the duty of fair representation requires unions to give additional information to nonmember employees who object to having any portion of their dues and fees spent for nonrepresentational purposes. Thus, the Board found that

> when or before a union seeks to obligate an employee to pay fees and dues under a union-security clause, the union should inform the employee that he has the right to be or remain a nonmember and that nonmembers have the right (1) to object to paying for union activities not germane to the union's duties as bargaining agent and to obtain a reduction in fees for such activities; (2) to be given sufficient information to enable the employee to intelligently decide whether to object; and (3) to be apprised of any internal union procedures for filing objections. If the employee chooses to object, he must be apprised of the percentage of the reduction, the basis for the calculation, and the right to challenge these figures.[5]

Applying the above principles, we first find that the Respondent has failed to provide Burnham the initial notice required under *California Saw*. Thus, even though it attempted (unsuccessfully) to collect dues and fees from Burnham after he expressed his intention not to join the Union, the Respondent admittedly failed to inform him that he had the right to object to having his dues and fees spent on nonrepresentational activities and that, if he objected, he would be charged only for representational activities. Accordingly, we find that the Respondent failed to comply with its duty of fair representation, and therefore violated Section 8(b)(1)(A), by failing to provide Burnham the above information.

We reject, however, the General Counsel's contention that the requisite initial *Beck* notice to nonmembers must include the percentage of union funds that was spent on nonrepresentational activities in the last accounting year. The Board in *California Saw* held that a union is required to inform only objectors, not nonmembers in general, of the percentage by which dues and fees are reduced for objectors.[6] That is because, to calculate the percentage reduction in dues and fees for objectors, a union must break down all of its expenditures into chargeable and nonchargeable categories and have its expenditure information independently verified.[7] This can be an expensive and timeconsuming undertaking. It is required of unions that are attempting to collect dues and fees from *Beck* objectors. If, unlike here, there are no objectors in the unit, however, we do not think that the duty of fair representation nevertheless requires the union to go to the trouble and expense of preparing this information in case some employee might object in the future.

In reaching this conclusion, we emphasize that we are analyzing the Respondent's conduct under the duty of fair representation, and consequently are required to allow it a "wide range of reasonableness" in serving the employees it represents.[8] A union violates its duty of fair representation if its actions are "arbitrary, discriminatory, or in bad faith."[9] Although some unions may decide to notify nonobjectors of the percentage of dues spent for nonrepresentational purposes, the decision whether or not to do so strikes us as a judgment call. We therefore find no basis for concluding that the Respondent acted "arbitrarily, discriminatorily, or in bad faith" simply by failing to provide that notice, or that its conduct fell outside the "wide range of reasonableness" afforded bargaining representatives. Accordingly, the Respondent's failure to provide that information to Burnham, who is not alleged to be an objector, was not unlawful.[10] As we find below, the Respondent unlawfully failed to provide that information to the other Charging Parties, but only because they were objectors.

[5] 320 NLRB at 233 (fn. omitted). *California Saw* addressed only the rights of nonmembers under *Beck* and *General Motors*, because the complaint in that case did not allege an unlawful failure to inform union *members* that they have the right to resign their membership and that, if they do resign, they will have rights under *Beck*. In a companion case, however, the Board held that all employees, including union members, must be informed of their *General Motors* and *Beck* rights. *Paperworkers Local 1033 (Weyerhaeuser Paper Co.)*, 320 NLRB 349 (1995), reversed on other grounds sub nom. *Buzenius v. NLRB*, 124 F.3d 788 (6th Cir. 1997), vacated 525 U.S. 979 (1998). There is no allegation in this case that employees have not been notified of their *General Motors* rights. We therefore find no violation in that respect.

[6] Id.

[7] *Television Artists AFTRA (KGW Radio)*, 327 NLRB No. 97 (1999).

[8] See *Ford Motor Co. v. Huffman*, 345 U.S. 330, 338 (1953).

[9] *Air Line Pilots v. O'Neill*, 499 U.S. 65, 67 (1991), citing *Vaca v. Sipes*, 386 U.S. 171, 190 (1967).

[10] Some courts have found that such information must be provided to *potential* as well as to actual objectors. We do not find those decisions controlling. As we have noted, public sector cases decided solely on constitutional grounds are not controlling under the NLRA, where state action is not involved. *California Saw*, 320 NLRB at 226–228. Thus, cases such as *Damiano v. Matish*, 830 F.2d 1363 (6th Cir. 1987), which find that such notice to nonobjecting public sector employees is constitutionally mandated, do not require the same result under the NLRA. The Supreme Court's decision in *Chicago Teachers Union Local 1 v. Hudson*, 475 U.S. 292 (1986), also states that information concerning the source of agency fees must be given to "potential objectors." In referring to "objectors," however, the Court clearly meant nonmember employees who already were paying reduced dues and fees and who might object to the union's allocations and dues reductions—i.e., employees we would call potential "challengers." It was not referring to employees who may, in the future, object to the use of their dues and fees for nonrepresentational purposes—i.e., employees whom we would term potential *Beck* objectors. Thus, although *Hudson* was decided under "basic considerations of fairness" as well as under constitutional principles, and therefore is applicable under the NLRA, it does not require unions to notify potential *Beck* objectors of the percentage reduction in dues and fees for nonmember objectors. The panel majority in *Abrams v. Communications Workers*, 59 F.3d 1373 (D.C. Cir. 1995), found *Hudson* applicable to the notice required for potential *Beck* objectors, but that decision was not concerned with the issue of whether those employees must be apprised of the percentage dues reduction for objectors. To the extent that the majority's decision may be read as extending to that issue, we agree with the dissenting judge that *Hudson* is not persuasive authority for that proposition, and we respectfully decline to follow the majority in this regard.

The Respondent also admits that it failed to inform the Charging Parties of any "time window" for filing objections. However, because there is no showing that any such "window" existed, we are unable to find that the Respondent acted unlawfully in this respect.

We next find that the Respondent unlawfully failed to provide to the Penrods and Wierzbicki the information to which they were entitled as objectors under *California Saw* as long as they were being required to pay dues. Thus, the Respondent admits that, from the dates they became objectors through October 9, 1992, it failed to inform them that it would not charge them for nonrepresentational activities,[11] of the percentage by which their dues and fees would be reduced, the basis for the calculation,[12] and that they would have an opportunity to challenge the Respondent's determination. We find that the Respondent violated its duty of fair representation, and hence Section 8(b)(1)(A), by failing to provide this information in a timely fashion.[13]

We also find that, even when the Respondent belatedly furnished information to the Charging Parties, it continued to violate its duty of fair representation by failing to provide Nadine Penrod with the statement of expenses accompanying the auditor's letter. As a result of that failure, the Respondent never informed her of the basis for its calculation of dues and fees reductions for objectors, as required by *California Saw*. We agree with the General Counsel that, without the statement of expenses, she lacked a basis for deciding whether to challenge the Respondent's dues reduction calculations and that, as a result, the disclosure to her was insufficient to that extent.

However, we reject the General Counsel's and the Charging Parties' contention that the information which the Respondent belatedly furnished the other objectors was inadequate. In *California Saw*, the Board held that the duty of fair representation requires that objectors be informed of the percentage reduction in dues and fees for nonchargeable expenditures, the basis for the calculation, and the right to challenge the figures.[14] The Respondent provided that information, and we find no merit to the argument that the form in which it was provided was unacceptable. In this regard, the Board in *California Saw* observed that "[t]he fundamental purpose of providing objectors with information regarding the allocation of chargeable and nonchargeable union expenditures is to allow an employee to decide whether there is any reason to mount a challenge to the union's dues reduction calculations."[15] That purpose, the Board found, is achieved when the union discloses its major categories of expenditures.[16] The Board approved the limited use of mixed category expenditures (that is, categories that may include both chargeable and nonchargeable items), provided that the major categories of expenditures are disclosed and that there is no allegation that the mixed categories are so unreasonably large as to suggest that the union is using them in an attempt to hide nonchargeable expenses.[17]

We find that the Respondent has satisfied the *California Saw* requirements in this respect. Thus, the Respondent furnished Robert Penrod and Wierzbicki with the auditor's worksheets, which disclosed the major categories of its expenditures, together with its calculations of the amounts and percentages of each category and of its total spending that were attributable to representational and nonrepresentational activities.[18] There is no allegation that the Union was attempting to manipulate its mixed expense categories in order to conceal nonchargeable expenses. Accordingly, although the Respondent unlawfully delayed in furnishing the notice to objectors, we find that it did not violate its duty of fair representation by presenting the information in the form described above.[19]

In reaching this conclusion, we reject certain arguments raised by the General Counsel and the Charging Parties. First, we do not agree that the Respondent was required to furnish the "breakdown" accompanying the "per capita" item, or the schedules accompanying "benefits paid" and "other expenses." The Board in *California Saw* explicitly rejected any such requirement.[20]

Second, we disagree with the contention that the items "per capita," "benefits paid," "other professional fees," "other refunds," and "other expenses"—either with or

[11] Although the Board in *California Saw* did not specifically state that a union must inform objectors that it will refrain from charging them for nonrepresentational functions, such a communication is implicit in the requirement that the union divulge the percentage by which dues and fees will be reduced.

[12] The Respondent admits that it failed to inform the objectors of its major categories of expenditures, the percentages of each item that were representational and nonrepresentational, and the total of the expenditures.

[13] There is no merit, however, in the allegation that the Respondent unlawfully failed during this period to *tell* the objectors that the information it would provide them would be verified by an independent accounting firm. *California Saw* imposes no such requirement; see 320 NLRB at 233. We note that the information belatedly furnished to the Charging Parties (except for Nadine Penrod) included statements that the expense breakdown provided had been audited by a certified public accountant in accordance with generally accepted auditing standards. There is no contention that this verification was insufficient. Thus, the verification issues presented in *Ferriso v. NLRB*, 125 F.3d 865 (D.C. Cir. 1997), denying enf. and remanding *Electronic Workers IUE (Paramax Systems Corp.)*, 322 NLRB 1 (1996), and *Television Artists AFTRA (KGW Radio)*, supra, are not before us.

[14] 320 NLRB at 233.

[15] Id. at 240 (citations omitted).

[16] Id. at 239.

[17] Id. at 240.

[18] The Respondent provided the same information to Burnham. As Burnham was not an objector, the sufficiency of the objector notice provided to him is irrelevant, as the General Counsel implicitly recognizes in his brief.

[19] See *Teamsters Local 443 (Connecticut Limousine Service)*, 324 NLRB 633, 635 (1997).

[20] 320 NLRB at 239.

without supporting schedules—are so vague and imprecise that objectors would be unable to make an intelligent decision about whether to challenge the Respondent's determinations. *California Saw* requires only that unions disclose their major spending categories, and those will often, as here, be somewhat general in character. While unions should not aggregate information in general categories to such an extent that it would be unhelpful to objectors who are trying to decide whether to challenge a union's calculations, at the same time it is obvious that unions must be able to aggregate their expenses to some degree if they are to keep their disclosures to a manageable length. Under these circumstances, we think that unions must be allowed considerable discretion in deciding how many subcategories of spending to group together for purposes of objector notice, and must be afforded a "wide range of reasonableness" in exercising that discretion.[21] We therefore reaffirm the Board's holding in *California Saw* that when a union has informed objectors of the major categories of its spending and the percentages of each category that it considers chargeable and nonchargeable, and there is no allegation that it is attempting to conceal nonchargeable expenses among chargeable expenses, it has complied with its duty of fair representation.[22]

We also find no merit to the Charging Parties' argument that the Respondent unlawfully failed to identify its affiliates which received the sums designated "per capita" and to provide a breakdown of those entities' expenditures.[23] We do not find that the Respondent was required to disaggregate this category at this stage by identifying the specific recipients for the reasons already discussed.

Contrary to the Charging Parties' contention, we do not think that *Hudson* requires a different result. In that case, the union paid more than half its income to affiliated organizations, but informed nonmembers only that they were required to pay 95 percent of full dues. It did not inform them of the basis on which it was charging them that amount or, apparently, anything regarding how the amounts transferred to affiliates were spent or what percentages were chargeable and nonchargeable. In that context, the Court remarked in a footnote that "either a showing that none of [the amount paid to affiliates] was used to subsidize activities for which nonmembers may not be charged, or an explanation of the share that was so used was surely required."[24] Here, by contrast, the Respondent broke down its expenditures into 19 categories, 1 of which was "per capita," and informed the objectors of the percentages of each category that it considered chargeable and nonchargeable. Thus, the objectors have been apprised of the chargeable and nonchargeable portions of those payments in the aggregate. We do not read *Hudson* as requiring at this stage a detailed breakdown of the payments to each separate affiliate.[25]

Finally, we reject the Charging Parties' contention that the Respondent's disclosure was inadequate because it did not explain *how* the Respondent arrived at its estimates of chargeable and nonchargeable expenditures and its fee reductions. As the Seventh Circuit Court of Appeals has remarked in response to the same kind of argument, "if it did, the notice would be as long and complicated as an SEC prospectus."[26] The court discerned no reason for imposing such a requirement, and neither do we.

With regard to all the foregoing arguments, we repeat the Board's observation in *California Saw* that the burden of challenging a union's disclosures concerning its spending categories is relatively light. In a challenge procedure before an impartial arbitrator, the union ultimately bears the burden of justifying any challenged expenditures.[27] Accordingly, we find that the Respondent did not violate its duty of fair representation by providing notice to the objectors in the form described above; should the objectors desire further information or explanation, they can avail themselves of the challenge procedure.[28]

CONCLUSIONS OF LAW

1. Dyncorp Support Services Operations, Fort Irwin Division, is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. The Respondent is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent violated Section 8(b)(1)(A) of the Act by failing to inform John P. Burnham of his *Beck* rights before seeking dues and fees from him under the union-security clause, by failing to provide the notice to the objecting Charging Parties required under *California Saw* while continuing to collect dues and fees from them,

[21] See *Ford Motor Co. v. Huffman*, supra.

[22] See *California Saw*, 320 NLRB at 239–240.

[23] With respect to the "per capita" item, the complaint alleges, and the General Counsel argues, only that the term is ambiguous and that the "breakdown" referred to on the worksheet should have been provided. Although the Board in *Connecticut Limousine*, supra, found that the union's disclosures respecting the per capita tax, which included a schedule showing the specific organizational unit of the International union to which the tax was paid, were adequate, see 324 NLRB at 635, it did not purport to overrule the holding in *California Saw* that unions are not required to furnish supporting schedules. See 320 NLRB at 239.

[24] 475 U.S. at 307 fn. 18.

[25] The Charging Parties also rely on *Tierney v. City of Toledo*, 917 F.2d 927, 937 (6th Cir. 1990), and *Weaver v. University of Cincinnati*, 942 F.2d 1039, 1046 (6th Cir. 1991), as requiring more detailed disclosures. Those cases, however, were decided on constitutional grounds. For the reasons already discussed, we do not find them dispositive under a duty of fair representation analysis.

[26] *Gilpin v. American Federation of State, County & Municipal Employees, AFL–CIO*, 875 F.2d 1310, 1316 (1989).

[27] 320 NLRB at 240.

[28] There is no contention that the Respondent's procedures for challenging its disclosures are unlawful.

and by failing thereafter to provide Nadine Penrod a copy of its 1991 statement of expenses.

REMEDY

Having found that the Respondent has violated Section 8(b)(1)(A) of the Act, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, we shall order the Respondent to notify Burnham in writing of his initial *Beck* rights**,** to notify the other Charging Parties in writing of their right as objectors not to be charged for nonrepresentational activities, and to furnish Nadine Penrod a copy of its 1991 statement of expenses.[29]

We find no merit in the argument that the Respondent should refund all dues and fees collected from the Charging Parties and from other nonmembers and that make-whole relief should be awarded to employees other than nonmember objectors. With regard to the Charging Parties, the record establishes that Burnham paid no dues or fees between July 1991 and January 1992 (and there is no evidence that he paid dues or fees at other times covered by the complaint). The record also establishes that the Respondent has already refunded, with interest, the dues and fees it collected from the Penrods and Wierzbicki since they objected. Thus, no make-whole relief is owed to the Charging Parties.[30]

As for other employees, the complaint does not allege, and the record does not establish, that the Respondent failed to inform any unit employees besides the Charging Parties of their rights under either *General Motors* or *Beck*. We therefore find no basis for extending relief to any other employees.[31]

ORDER

The National Labor Relations Board orders that the Respondent, International Brotherhood of Teamsters, Local 166, AFL–CIO, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Failing to inform nonmember unit employees, when it first seeks to obligate them to pay dues and fees under a union-security clause, of the rights of nonmembers under *Communications Workers v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities not germane to the Respondent's duties as bargaining agent, and to obtain a reduction in dues and fees for such activities.

(b) Failing to inform objecting nonmembers from whom its seeks to collect dues and fees of the percentage reduction in dues and fees for union activities that are not germane to the Respondent's duties as bargaining agent, the basis for the calculation, and their right to challenge the figures.

(c) Charging nonmember unit employees for nonrepresentational activities after they have filed *Beck* objections.

(d) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Notify John P. Burnham, in writing, of his right to be and remain a nonmember and of the rights of nonmembers under *Communications Workers v. Beck*, to object to paying for union activities not germane to the Respondent's duties as bargaining agent, and to obtain a reduction in dues and fees for such activities. In addition, this notice must include sufficient information to enable Burnham intelligently to decide whether to object, as well as a description of any internal union procedures for filing objections.

(b) Notify Robert Penrod, Nadine Penrod, and Clement Wierzbicki, in writing, of their rights as objectors under *Communications Workers v. Beck* not to be charged for nonrepresentational activities.

(c) Provide Nadine Penrod with its 1991 statement of expenses.

(d) Within 14 days after service by the Region, post at its union hall offices copies of the attached notice marked "Appendix."[32] Copies of the notice, on forms provided by the Regional Director for Region 31, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees and members are customarily placed. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

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[29] Although the Respondent initially failed to provide the Penrods and Wierzbicki with the objector notice required by *California Saw*, it ultimately did provide that notice in what we have found to be an acceptable fashion, except for its failure to furnish Nadine Penrod with the 1991 statement of expenses. Accordingly, except as stated above, we shall not require any further notice to the objectors.

[30] Although the Respondent's October 9, 1992 letter informed Nadine Penrod that she would be required to pay 93.67 percent of full union dues, there is no evidence that she paid any dues after she received that letter.

[31] *Monson Trucking,* 324 NLRB 933, 936 and fn. 9 (1997); and *Production Workers Local 707 (Mavo Leasing)*, 322 NLRB 35, 36 fn. 2 (1996).

[32] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES AND MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT fail to inform nonmember unit employees, when we first seek to obligate them to pay dues and fees under a union-security clause, of the rights of nonmembers under *Communications Workers v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities not germane to our duties as bargaining agent, and to obtain a reduction in dues and fees for such activities.

WE WILL NOT fail to inform objecting nonmembers from whom we seek to collect dues and fees of the percentage reduction in dues and fees for union activities that are not germane to our duties as bargaining agent, the basis for the calculation, and their right to challenge the figures.

WE WILL NOT charge nonmember unit employees for nonrepresentational activities after they have filed *Beck* objections.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL notify John P. Burnham, in writing, of his right to be and remain a nonmember and of the rights of nonmembers under *Communications Workers v. Beck* to object to paying for union activities not germane to our duties as bargaining agent, and to obtain a reduction in fees for such activities. In addition, this notice will include sufficient information to enable Burnham intelligently to decide whether to object, as well as a description of any internal union procedures for filing objections.

WE WILL notify Robert Penrod, Nadine Penrod, and Clement Wierzbicki, in writing, of their rights as objectors under *Communications Workers v. Beck* not to be charged for nonrepresentational activities.

WE WILL provide Nadine Penrod with our 1991 statement of expenses.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 166, AFL–CIO